IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.902 OF 2003
IN
SUMMARY SUIT NO.2150 OF 2003

ICF Shipping Pvt. Ltd. Plaintiff

versus

Indian Arts & Crafts Syndicate Defendants

Mr.A.Tamhane i/by Tamhane & Co. for plaintiff.

None for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 3rd August 2005

PC :

1. Heard Mr.Tamane appearing for plaintiffs. Perused the plaint and annexures thereto with his assistance. Mr.Tamane could not point out to me a written contract incorporating all terms and conditions including payment for the services rendered by the plaintiffs to the defendants. In the absence of such written contract and in view of invoices which are raised for the alleged services rendered and the defendants having disputed their liability, the claim cannot be adjudicated in summary jurisdiction.

Unconditional leave to defend as triable issues arise pertaining to the liability of defendants to pay the amounts as claimed. Suit transferred to the list of commercial causes with usual directions to file written statement, inspection and discovery.

(S.C.DHARMADHIKARI, J.)